prepared to find a verdict of guilty of culpable homicide not amounting to murder.

We, therefore, substitute for the verdict as found the verdict of culpable homicide not amounting to murder and we substitute a sentence of eight years' rigorous imprisonment for the sentence which was passed.

Now, there is one other matter to which we think we ought to refer and that is the admission in evidence of Police Constable Omar bin Sardon's reply on page 21: "He (the accused) reported that he had stabbed his wife." The learned Judge very properly directed the Jury to dismiss that evidence from their minds. And it would have had no effect on the result of this appeal, because the appellant did not deny that he had stabbed his wife. But inasmuch as the question which elicited that reply seems to show a misunderstanding of the meaning of section 27 of the Evidence Ordinance, we think it may be of assistance if we explain why it was objectionable.

Section 27 of the Evidence Ordinance allows a Police witness who has discovered a fact in consequence of information supplied by the accused to give in evidence so much of the information as distinctly relates to the fact discovered — even if that information amounts to a confession. But this section is not intended to let in a confession generally, and not one word more of the information which the accused supplied should be given in evidence than is strictly necessary to show how the fact which was discovered is connected with the accused so as in itself to be a relevant fact against him.

What is admissible under section 27 is so much of the information as distinctly relates to the fact discovered. In the present case the point to be established under section 27 was that the body was found on information supplied by the appellant. The statement "I have stabbed my wife" went further than that and was inadmissible. We would refer to the Privy Council decision in *Pulukuri Kotayya v. King Emperor*[1] and to the following passage on page 77 :—

"Information supplied by a person in custody that 'I will produce a knife concealed in the roof of my house' does not lead to the discovery of a knife; knives were discovered many years ago. It leads to the discovery of the fact that a knife is concealed in the house of the informant to his knowledge, and if the knife is proved to have been used in the commission of the offence, the fact discovered is very relevant. But if to the statement the words be added 'with which I stabbed A', these words are inadmissible since they do not relate to the discovery of the knife in the house of the informant."

While we do not wish to lay down any hard and fast rule we think that as a general rule it would be safer first to give evidence of the discovery of the fact before giving evidence of the information which the accused supplied. And in this connection section 137 sub-section 2 of the Evidence Ordinance is material. Thus the examination-in-chief would proceed on these lines :—

"Q. Did the accused speak to you?

A. Yes.

Q. As a result of what he said what did you do?

A. I took the accused to his house.

Q. What did you find?

A. I found this knife which was concealed in the roof."

Up to this point there has been no danger of admitting an inadmissible statement. The fact of the discovery of the knife has been established, and that it was discovered as a result of something which the accused said. But if section 27 is to be used, the next question must be directed to eliciting so much of the information supplied by the accused as distinctly relates to the discovery of the knife. And here the danger lies. It is at this point that the Court must take step to guard against the danger. The Court may think it right to make the witness write down the answer first. Or it may prefer to send the Jury out while the matter is discussed. The point is that it is the business of the Court to be alert to the danger that the witness, in stating what the accused said, may give in evidence more than distinctly relates to the fact discovered. And by first laying a foundation of the evidence relating to the fact discovered, the Court is given time to put itself on guard.

For the conviction of murder, there is substituted a conviction of culpable homicide not amounting to murder. The sentence of death is quashed and a sentence of eight years' rigorous imprisonment is substituted to run from the date of conviction.

Order accordingly.

THE FIRM OF A. M. K. M. K. v. M. RM. PERIYANAN CHETTIAR.

[Orig. Civ. Juris. (Abbott, J.) August 25, 1951]

[Penang — Civil Suit No. 363 of 1950]

Debtor and Creditor (Occupation Period) Ordinance, 1948, s. 4(1) — Pre-occupation debt paid during occupation when both currencies were at par.

The plaintiffs and the defendant, both money-lenders, operated a current account between themselves upon the basis of loan with interest. On the 15th of February 1942 (the day the Japanese occupied Malaya) the defendant was

indebted to the plaintiffs in the sum of $49,900. The plaintiffs claimed this sum from the defendant on the ground that it was an unsatisfied pre-occupation debt. The statement of accounts showed that on the 4th of January 1943, the debit and credit between the parties, in each case, was nil. The defendant contended that on the 4th of January 1943, the pre-occupation debt became liquidated and is therefore not owing to the plaintiffs.

Held, that the defendant's pre-occupation debt was partially and substantially discharged at a time when the respective currencies stood at par — Judgment for the defendant with costs.

CIVIL SUIT.

R. Ramani and *Lim Kheng Kooi* for the plaintiffs.

Ong Huck Lim and *F. G. Pooley* for the defendant.

Cur. Adv. Vult.

Abbott, J. : — The plaintiffs and the defendant are money-lenders carrying on business in Penang. They commenced having business dealings with each other in February 1939 and continued to have such business dealings until August 1945 when they came to an end. The nature of those business dealings, as disclosed in the Statement of Claim, was that they operated a current account between themselves upon the basis of loan with interest; the agreed statement of accounts shows that the defendant drew upon the account from time to time and, from time to time, he paid money into it. On the 15th of February 1942 (the day upon which the Japanese occupation of Malaya began — see the definition of "occupation period" in section 2(1) of the Debtor and Creditor (Occupation Period) Ordinance, No. 42 of 1948) the defendant was indebted to the plaintiffs in the sum of $49,900. The plaintiffs claim this sum from the defendant on the ground that it is an unsatisfied pre-occupation debt to which the provisions of section 8 of the Ordinance apply. As I have already pointed out the account continued to be operated during the occupation period; and the statement of accounts shows that on the 2nd of January 1943 the defendant was indebted in the sum of $1,550 which he paid off two days later — thus on the 4th of January 1943 the debit and credit between the parties, in each case, was nil. It is the contention of the defendant that on the 4th of January 1943 the pre-occupation debt of $49,900 became liquidated and is therefore not owing to the plaintiffs. In the view of this Court it is section 4(1), and not section 8, of the Ordinance that applies to the present case. Section 4(1) provides that "where any payment was made during the occupation period in Malayan currency or occupation currency by a debtor . . . to a creditor . . . and such payment was made in respect of a pre-occupation debt, such payment shall be a valid discharge of such pre-occupation debt to the extent of the face value of such debt". In the view of this Court the amounts paid into the account by the defendant up to and including the 4th of January 1943 were paid towards the reduction and eventual elimination of a pre-occupation debt of $49,900 and any dealings which the parties had between themselves after that date are not material to the present issue. By reference to the Schedule to the Ordinance it will be seen that, from February to December 1942, the value of Malayan currency *viz-a-viz* occupation currency was at par; in January 1943 occupation currency faced Malayan currency at the ratio of $105 to $100 respectively.

I hold that the defendant's pre-occupation debt of $49,900 was partially and substantially discharged at a time when the respective currencies stood at par and that the balance (representing four days of January 1943), though not discharged, is of so trivial an amount that the doctrine of *de minimis non curat lex* must, and does, apply in respect of it. I give judgment for the defendant with costs.

Judgment for the defendant.

EE CHOON BOK AND ANOR. v. PUBLIC PROSECUTOR.

[App. Crim. Juris. (Abbott, J.) September 3, 1951]

[Malacca — Criminal Appeal No. 21 of 1951]

Summary Trial — Whether it is necessary for the Court to give reasons for finding that evidence is true or untrue.

This was an appeal against the conviction of the appellants for an offence under section 114 (1)(f) of the Customs Enactment. It was argued on appeal that the learned President should have specified in his judgment the reasons for finding that the evidence of the appellants was untrue and that as he had failed to do so the conviction must be set aside.

Held, that in cases where the credibility of a witness is concerned it is sufficient for it to be recorded in the Grounds of Decision that the witness was believed or disbelieved.

Cases referred to :—

(1) *R. v. Carr Braint* (1943) K.B. 607.

(2) *Murugiah v. Public Prosecutor* (1941) M.L.J. 17.

(3) *Rex v. Loh Toh Cheng* (1941) M.L.J. 1.

APPEAL from Sessions Court, Malacca.

D. G. Rawson for the appellants.

D. C. Jackson (Federal Counsel) for the respondent.